

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM444653

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|---|--|-----------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| YMARKETING, LLC | | 09/21/2017 | Limited Liability Company: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | CIBC BANK USA | | |
| Street Address: | 120 S. LaSalle Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | Banking Corporation: ILLINOIS | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3408762 | YMARKETING | |
| Registration Number: | 4275659 | Y | |
| Registration Number: | 4279186 | Y MARKETING DIGITAL.SEARCH.SOCIAL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3127069000 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 312-701-8623 | | |
| Email: | rassmus@mayerbrown.com, mdecember@mayerbrown.com | | |
| Correspondent Name: | Richard Assmus | | |
| Address Line 1: | P.O. Box 2828 | | |
| Address Line 4: | Chicago, ILLINOIS 60690-2828 | | |
| NAME OF SUBMITTER: | Richard M. Assmus | | |
| SIGNATURE: | /rma/ | | |
| DATE SIGNED: | 09/27/2017 | | |
| Total Attachments: 9 | | | |
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Security Agreement”), made as of September 21, 2017, by YMARKETING, LLC, a California limited liability company (the “Grantor”) in favor of CIBC BANK USA, formerly known as The PrivateBank and Trust Company, as administrative agent for itself, all Lenders party to the Credit Agreement (as hereafter defined) and (to the extent set forth herein) certain Affiliates of the Lenders (in such capacity, the “Agent”).

W I T N E S S E T H

WHEREAS, The Sandbox Group, LLC, a Nevada limited liability company (“Holdings”) and Sandbox Acquisitions, LLC, a Nevada limited liability company (“Sandbox USA”, and together with Holdings, each a “Borrower”, and collectively, the “Borrowers”), the other Loan Parties party thereto, Lenders and Agent are parties to a certain Credit Agreement dated as of March 8, 2016 (as amended, amended and restated or otherwise modified from time to time, the “Credit Agreement”), a certain Guaranty and Collateral Agreement dated as of March 8, 2016 (as amended, amended and restated or otherwise modified from time to time, the “Guaranty and Collateral Agreement”), and certain other related loan documents (collectively, with the Credit Agreement and the Guaranty and Collateral Agreement, and as each may be amended or otherwise modified from time to time, the “Financing Agreements”), which Financing Agreements provide (i) for Lenders to, from time to time, extend credit to or for the account of Borrowers and (ii) for the grant by the Grantor to Agent of a security interest in substantially all of the Grantor’s assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Financing Agreements.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, the Grantor hereby grants to Agent, on behalf of the Lenders, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in the Grantor’s entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than “intent to use” applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademark registrations and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, proceeds, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without

limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “**Trademarks**”); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Grantor’s business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. The Grantor warrants and represents to Agent and the Lenders that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) to the knowledge of the Grantor, the Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens (other than Permitted Liens), charges and encumbrances, including without limitation, shop rights and covenants by the Grantor not to sue third persons;

(iii) the Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) the Grantor has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Except as otherwise provided herein, the Grantor agrees that until all Secured Obligations shall have been satisfied in full in cash and the Financing Agreements shall have been terminated, the Grantor shall not, without the prior written consent of Agent, such consent not to be unreasonably withheld, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would adversely affect the validity or enforcement of the rights transferred to Agent under this Security Agreement.

5. New Trademarks. The Grantor represents and warrants that, based on a diligent investigation by the Grantor, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than “intent to use” applications until a verified statement of use is filed with respect to such applications) now owned by the Grantor. If, before all Secured Obligations shall have been satisfied in full in cash or before the Financing Agreements have been terminated, the Grantor shall (i) become aware of any existing registered Trademarks or material unregistered Trademarks of which the Grantor has not previously informed Agent, or (ii) become entitled to the benefit of any registered Trademarks or material unregistered Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and the Grantor shall give to Agent prompt written notice thereof. The Grantor hereby authorizes Agent to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full in cash of all Secured Obligations and the termination of the Financing Agreements. The

Grantor agrees that upon the occurrence and during the continuance of an Event of Default, the use by Agent of all Trademarks shall be without any liability for royalties or other related charges from Agent to the Grantor.

7. Product Quality. The Grantor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, the Grantor agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such additional product quality controls as Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by the Grantor under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full in cash of the Secured Obligations and termination of the Financing Agreements, Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by the Grantor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid the Grantor and until paid shall constitute Secured Obligations.

10. Duties of Grantor. The Grantor shall have the duty (i) to file and prosecute diligently, as commercially reasonable, any trademark applications pending as of the date hereof or hereafter until Secured Obligations shall have been paid in full in cash and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with the obligations of the Grantor under this Section 10 shall be borne by the Grantor.

11. Agent's Right to Sue. After the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Agent shall commence any such suit, the Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and the Grantor shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between the Grantor and Agent and/or the Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege

hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. The Grantor hereby authorizes Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as the Grantor's true and lawful attorney-in-fact, with power to (i) endorse the Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent and/or the Lenders, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. The Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Secured Obligations shall have been paid in full in cash and the Financing Agreements have been terminated. The Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or any Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Agent and Lenders shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of Agent and the Lenders, and their respective successors, nominees and assigns.

17. Governing Law. THIS SECURITY AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES, AND APPLICABLE FEDERAL LAW.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. The Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of the Grantor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

[Signatures Immediately Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement as of the date first written above.

Grantor:

YMARKETING, LLC

Decafined by:



By: _____

Name: Mark Anthony

Title: Manager

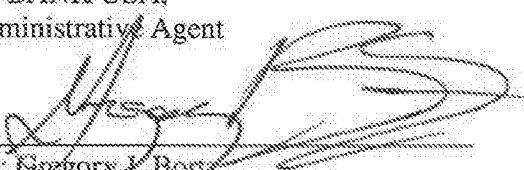
Signature Page to Trademark Security Agreement (ymarketing)

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TRADEMARK
REEL: 006163 FRAME: 0573

Agreed and Accepted
As of the Date First Written Above

CIBC BANK USA,
as Administrative Agent

By: 
Name: Gregory J. Bortz
Title: Associate Managing Director

Signature Page to Trademark Security Agreement (ymarketing)

SCHEDULE A

TRADEMARK REGISTRATIONS

| <u>Owner of Record</u> | <u>Trademark Description</u> | <u>U.S. Serial/ Registration No.</u> | <u>Date Registered</u> |
|------------------------|--|--|------------------------|
| ymarketing, LLC | Trademark ownership to the word "ymarketing" | 3,408,762 | April 8, 2008 |
| ymarketing, LLC | Ownership to the logo "Y" | 4,275,659 | January 15, 2013 |
| ymarketing, LLC | Logo mark "ymarketing.Digital.Search.Social" | 4,279,186 | January 22, 2013 |

TRADEMARK APPLICATIONS

Owner of Record

Trademark Application
Description

U.S. Application No.

Date Applied

None.